

CITY OF LINCOLN/LANCASTER COUNTY
CONTRACT AWARD NOTIFICATION
SPECIFICATION NO. 03-039
SEASONAL REQUIREMENTS FOR
4TH OF JULY DISPLAY

DATE: January 10, 2005

CONTRACT PERIOD: Year 2005, 4th of July Celebration

CONTRACTOR: Zambelli Fireworks Mfg. Co., Inc.
P.O. Box 1463
New Castle, PA 16103

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

Company Representative: Michael D. Richards
Telephone No.: (800) 245-0397
FAX No.: (724) 658-8318
E-Mail Address: richardsmdr@aol.com

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

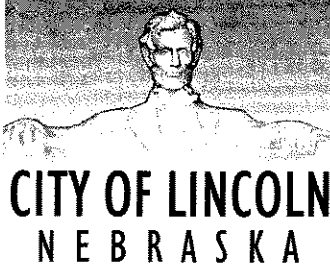
Pyrotechnic Services for the City's Fourth of July Festivities
\$27,000.00/year.

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

f/sharpurch/awardnotification/con03039

E.O. #72181
Dated: 12/30/04



Purchasing Division / Finance Department
Vince M. Mejer, Purchasing Agent
440 South 8th Street
Suite 200, Southwest Wing
Lincoln, Nebraska 68508

402-441-7410
fax: 402-441-6513



MAYOR COLEEN J. SENG

04 NOV 22 PM 3 18
www.ci.lincoln.ne.us

November 2, 2004

Zambelli Fireworks Mfg. Co., Inc.
20 South Mercer St.
New Castle PA 16103

ATTENTION: Michael Richards

RE: SEASONAL REQUIREMENTS FOR FOURTH OF JULY HOLIDAY DISPLAY SPECIFICATION NO 03-039

In accordance with the terms and conditions of the above referenced contract, the City of Lincoln/Lancaster County Desires to renew the contract for one (1) additional term on July 4th, 2005.

It is understood that all terms of payment and other conditions of the original contract will remain unchanged during the renewal term.

As evidence of your company's desire to renew the above referenced contract under its original terms and conditions, please countersign below. Return the original letter, on or before November 25, 2004 for processing of the contract renewal by the City of Lincoln/Lancaster County.

If your company should choose *not* to renew this contract in it's original form, please *state on your letterhead the reasons* and return to the City of Lincoln/Lancaster County.

Vince M. Mejer, CPPO
Purchasing Agent

Counter Signature:

Zambelli Fireworks Mfg. Co., Inc.
Company Name
PO Box 1463 New Castle, PA 16103
Company Address
800.245.0397
Phone No.
724.658.8318
FAX No.
richardsmdr@aol.com
E-Mail Address
By Michael D. Richards
Sales Representative
Title
November 18, 2004
Date

11-19-04

SW

11/18/04

CONTRACT FOR FIREWORKS

THIS CONTRACT, executed in triplicate, between the City of Lincoln, Nebraska, hereinafter called the City and Zambelli Internationale, 20 S. Mercer St. 1463, New Castle, PA, hereinafter called the Contractor.

WITNESSETH: That in consideration of the mutual covenants herein contained, the City hereby agrees to employ the firm to perform pyrotechnic services hereinafter outlined in connection with the City's Fourth of July Festivities.

SECTION I - SCOPE OF SERVICES

The Contractor agrees to perform pyrotechnic services in connection with the project, including: As outlined in the RFP 03-039.

Description of the services to be performed is listed in Appendix A.

SECTION II - COMPENSATION

For the services covered by this Contract, the City agrees to pay the Contractor per Attachment A as follows:

- a. For providing Pyrotechnic services for the City's Fourth of July Festivities, a lump sum fee of \$27,000.00. The above noted lump sum fee shall constitute full payment for all expenses incurred and all expenditures made.

SECTION III - OTHER MATTERS

It is mutually understood and agreed:

- A. The contractor shall have all permits and licences on or before June 13, 2003
- B. That the Mayor's Office or its Designee will act as the City's authorized representative for this project, who will have direct and responsible charge of the project. All changes in scope, plans, interpretation of specifications and other matters requiring decisions on the part of the City will be made by the City Project Representative.
- C. In his relationship to City, the status of Contractors including Contractor's agents and employees, under or by virtue of the terms of this contract is that of independent contractor.
- D. This contractor shall be binding upon the successors and assigns of the parties hereto.
- E. Contractor shall comply with all Federal and State laws and City ordinances applicable to the work.
- F. That neither the Contractor nor the Contractor's agents or employees shall discriminate against any employee or applicant for employment, or be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment, because of his race, color, religion, sex, or national origin, pursuant to requirements of Section 48-1122, Nebraska Reissue Revised Statutes, Reissue 1974 and Section 11.08.180 of the Lincoln Municipal Code.
- G. Contractor shall indemnify and save harmless the City of Lincoln, Nebraska, or its representatives from all claims, demands, suits, actions, payments, liability and judgments, arising from the activities of Contractor or of Contractor's agents, servants, or employees. In this connection, Contractor shall carry insurance in

the following kinds and minimum limits as indicated:

1. Worker's Compensation Insurance and Employer's Liability Insurance

The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in this State covering all his employees, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in this State covering all his employees, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The contractor shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$100,000 in an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain common law liability insurance on his employees.

2. Public Liability Insurance

a. The Contractor shall maintain during the life of this contract, Public Liability Insurance, naming and protecting him and the City of Lincoln against claims for damages resulting from (1) bodily injury, including wrongful death, (2) personal injury; liability, and (3) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

- (1) Bodily Injury - \$1,000,000 each per person
 - \$5,000,000 each occurrence
- (2) Personal Injury Limits 1,000,000 per person
 5,000,000 each occurrence
- (3) Property Damage Limits \$1,000,000 each incident
 \$5,000,000 each occurrence

b. The Public Liability Insurance required by the preceding paragraph shall include the following extensions of coverage:

- (1) The coverage shall be provided under a Comprehensive General Liability form of policy Or similar thereto.
- (2) The property damage coverage shall include a Broad Form Property Damage Endorsement.
- (3) Contractual Liability coverage shall be included.
- (4) Products Liability and/or Completed Operations coverage shall be included.

3. Automobile Liability Insurance

The Contractor shall take out and maintain during the life of this contract such Automobile Liability Insurance as shall

protect him against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from the operations of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

- a. Bodily Injury Limits \$ 500,000 each person
\$1,000,000 each occurrence
- b. Property Damage Limit \$ 250,000 each occurrence
- c. Combined Single Limit \$1,000,000 each occurrence
(Bodily injury and property damage)

4. Professional Liability Insurance

The Contractor shall maintain during the life of this contract, Professional Liability Insurance, naming and protecting Contractor against claims for damages resulting from the Contractor's errors, omissions, or negligent acts. Such policy shall contain a limit of liability not less than two million dollars.

5. Certificate of Insurance

The insurance specified above shall be written by a company duly authorized and licensed to do business in the State of Nebraska and shall be maintained until Contractor's work has been completed and accepted by the City. A certificate of insurance evidencing policies required shall be furnished the City of Lincoln, such certificate shall specifically indicate that insurance policies shall give the City at least thirty (30) days written notice in the event of cancellation of or material change in any of the policies. The City shall be named additionally insured.

IN WITNESS WHEREOF, the parties have executed this contract on the date first above written.

ATTEST:

Teresa J. [Signature]
City Clerk

The seal of the City of Lincoln, Nebraska, is circular. It features a central figure, likely a Native American, surrounded by the text "CITY OF LINCOLN" at the top and "INCORPORATED APRIL 1883" at the bottom. The words "FOUNDED JULY 23, 1858" are also visible.

(Seal)

CITY OF LINCOLN, NEBRASKA

By *Don Wesely*
Mayor

Approved by Executive Order No. 67361

Dated May 2, 2003

By *George P. [Signature]*

Dated 4-4-03